

# ASSIGNEE'S SALE OF REAL ESTATE AND IMPROVEMENTS LOCATED IN FREDERICK COUNTY, MARYLAND

Under the power of sale contained in a mortgage from Jack Woods, Jr. and Karen B. Woods, his wife, unto the Farmers and Mechanics National Bank, Mortgagee, dated January 10, 1979, and recorded in Liber 1073, folio 12, one of the Land Records of Frederick County, Maryland, with said mortgage being in default and having been assigned to the undersigned Assignee for the purpose of foreclosure, the said Assignee will offer for sale at public auction on the front door of the Frederick County Court House located on West Church Street in Frederick City, Maryland on:

**TUESDAY, MAY 26, 1981**

**AT 11:00 A.M.**

All of the real estate and improvements being subject to the above mortgage to wit:

All those tracts or parcels of land situate, lying and being in the Woodsboro District, Frederick County, Maryland, and being the same tract or parcels of land which were conveyed to the said Helena M. Florence by deed from Samuel Martin Overholtzer and Lydia Elizabeth Overholtzer, his wife, dated March 18, 1929 and recorded in Liber 370, folio 94, one of the Land Records of Frederick County, said tract containing five acres and twenty-five (25) square perches of land, more or less.

BEING all and the same real estate conveyed unto Jack Woods, Jr. and Karen B. Woods, his wife, as tenants by the entireties, from Florence V. Stover, widow by deed dated January 10, 1979, and recorded in Liber 1073, folio 10, one of the Land Records of Frederick County, Maryland.

TOGETHER with all buildings and improvements thereon and all the rights, ways, roads, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining.

The subject property is improved with a three bedrm. frame house together with a kitchen and dining area, living room, family room, utility room, one and one-half baths, and oil fired furnace with hot water basboard heat. The property is also improved with a small barn and is located .6 of a mile east of New Midway, Maryland.

## TERMS OF SALE

A cash deposit or certified check of FIVE THOUSAND DOLLARS (\$5,000.00) shall be paid at the time and place of sale, balance in cash at settlement which shall be within twenty (20) days after final ratification of sale by the Circuit Court of Frederick County, Maryland, unless said period is extended by the Assignee, his successors or assigns for good cause shown, time being of the essence: interest at the rate of eleven (11%) per cent, per annum, shall be paid on unpaid purchase money from date of sale to date of settlement. Taxes and other public charges and assessments shall be adjusted to the date of sale and assumed thereafter by the purchaser. All settlement costs and recording costs including but not limited to costs of title examination, attorney's fees, stamps, transfer taxes and recording charges shall be borne by the purchaser. Conveyance shall be by Assignee's deed without covenant or warranty, expressed or implied. The property herein is being sold subject to all federal, state and county laws and ordinances which may effect the property and its use, as well as all easements, restrictions, covenants, liens, encumbrances and other matters of record which may be superior to the mortgage being foreclosed. All of said property subject to the above mortgage is being sold on "AS IS" basis and the Assignee is making no representation or warranty with regard to said property. Assignee reserves the right to withdraw the property from sale at any time, reject all bids, and resolve all disputes.

**FRANKLIN W. MARTZ, Assignee**  
121 North Court Street  
Frederick, Maryland 21701  
Telephone: 662-7337

**WALTER C. MARTZ II**  
Martz & Hayward  
121 North Court Street  
Frederick, Maryland 21701  
Solicitors for Assignee  
**AUSTIN BOHN, Auctioneer**  
Telephone: 775-7607

LAW OFFICES

MARTZ & HAYWARD  
121 NORTH COURT STREET  
FREDERICK, MARYLAND

21701

## ACKNOWLEDGEMENT OF PURCHASE

I/We the undersigned, hereby acknowledge to have purchased from Franklin W. Martz, Assignee, the parcel of land together with the improvements thereon as described in the within advertisement of sale as appears on this page, at and for the sum of Forty-six Thousand Dollars (\$46,000.00)

and agree to fully comply with all the terms and conditions of the sale as set forth in the said advertisement of sale, and further, I/We affirm that the said Purchaser is not acting as agent for anyone of if so, then Farmers and Mechanics National Bank; that no others are interested as principals except \_\_\_\_\_;

that the said purchaser has not directly or indirectly discouraged anyone from bidding on said property.

Witness my/our hands and seals this

1st day of June, 1981.  
R. Holmes Baker, Agent of  
Farmers and Mechanics Nat. Bank (SEAL)

Subscribed and sworn to me this 1st

day of June, 1981.

Frank W. Martz  
FRANK W. MARTZ Notary Public

Filed June 8, 1981